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UNITED STATES DISTRICT COURT

MARIBEL PERALTA, individually and as) Case No.: C06-05003 SBA
administrator of the estate of her deceased son,)
GASTON ANDRADE-PERALTA,)
)
Plaintiffs,)
)
vs.)
)
COUNTY OF ALAMEDA, a public entity,)
DONALD H. BLEVINS, Chief Probation)
Officer, Alameda County Probation)
Department; and MARYE L. THOMAS,)
Director, Alameda County Behavioral Health)
Services Agency,)
)
Defendants.)

STIPULATION AND PROTECTIVE ORDER REGARDING DOCUMENTS, THINGS, AND INFORMATION TO BE PRODUCED BY THE PARTIES FOR INSPECTION, COPYING AND USE IN THIS LITIGATION

Plaintiffs and Defendants (hereafter the “Parties”) will be producing certain materials and information in this action, either by request for production or through an initial disclosure in accordance with Federal Rules of Civil Procedure, Rule 26.

IT IS HEREBY STIPULATED by the Parties, through their counsel, as follows:

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information produced and designated “confidential” by the Parties (hereinafter referred to as “such writings, materials, or information”) shall be securely maintained and kept confidential in accordance with the terms of this stipulation and protective order. Any document designated confidential shall be marked “confidential.” The Parties and their counsel will act in good faith in designating the writings as “confidential” so as to comply with the requirements of Northern District Local Rule 79-5. If any Party, through their counsel, contend that any of the writings designated as “confidential” by an opposing party is not confidential, security sensitive or privileged, then that Party and/or counsel must make a proper and timely objection to opposing counsel, meet and confer in an effort to resolve the disagreement, and if the disagreement is not resolved after meeting and conferring, the party asserting confidentially shall bring the issue before the court for resolution.

2. Counsel for the Parties may as appropriate in this action show any such “confidential” writings, photographs, materials, or any copies, prints, negatives, listings or summaries to Parties to the action, witnesses, and experts or consultants employed by the Parties and retained in connection with this specific action. The Parties shall not give, show, publish, or otherwise divulge any such writings, photographs, materials or information, or the contents or substance thereof, or any copies, prints, negatives, listings or summaries, to any person or other entity except their employees, experts or consultants employed and retained in connection with this specific action.

3. The employees, experts or consultants of the Parties in this action to whom such writings, materials or information are intended to be presented, shall before such writings, materials or information are presented to them be given a copy of this stipulation and protective order and shall agree in writing to be bound by its terms. Counsel for the Parties shall maintain a signed acknowledgement of the persons receiving confidential material of having read this Stipulation and Protective Order and each signed acknowledgement shall be available for inspection by the court upon a showing of good cause.

4. All writings submitted to or filed with the court in connection with this action, which contain, set forth, summarize or otherwise refer to confidential documents, materials or

information or their contents, shall be filed with the court under seal pursuant to and in accordance with the procedures set forth in Northern District Local Rule 79-5. The confidential portions of the documents to be filed with the court shall be filed in sealed envelopes as set forth in Northern District Local Rule 79-5 which shall not be opened, nor the contents displayed or revealed to anyone except by express order of the court. The court and its employees and designated representatives are permitted to review the contents of such sealed items for the purpose of ruling on any matter before the court.

5. The Parties through their counsel, experts and consultants may only use the writings covered by this order and information contained in them solely in connection with this action, Case No. C06-05003 SBA.

6. This Stipulated Protective Order, insofar as it restricts the communication and use of Confidential Material, shall continue to be binding throughout and after the conclusion of this litigation, including any appeals. At the conclusion of this action, including all appeals, all Confidential Material shall be returned promptly to the Producing Party or destroyed, except that counsel for the Parties need not destroy or return any Confidential Material that became a part of the public record in this action (by use as a trial exhibit, inclusion in a Court filing, inclusion in the record of any appeal, or otherwise), or any material protected by a privilege, such as attorney work-product or attorney-client privilege, and except such Confidential Material which is submitted to the Court. If Confidential Material is destroyed pursuant to this paragraph, the Party destroying the Confidential Material shall certify in writing to the Producing Party that such destruction has taken place.

7. This Stipulated Protective Order, insofar as it restricts the communication and use of Confidential Material, shall not apply to the introduction of evidence at trial. However, any Party seeking to introduce Confidential Material at the time of trial shall exercise good faith in determining whether an appropriate Protective or Sealing Order should be requested to limit any unnecessary public disclosure of confidential information contained therein, particularly any identifying information of third party juveniles, and/or redact any unnecessary confidential information from the item of evidence sought to be introduced. Either Party may seek

appropriate court orders, including without limitation, an order which restricts the use of any material covered by this Stipulated Protective Order during the trial.

8. Nothing in this Stipulated Protective Order shall be construed to relieve any Party from the obligation to timely respond to discovery as provided by any order of this Court or the Federal Rules of Civil Procedure, where applicable, unless (prior to the date for such response) the Party obtains from the Court an order relieving such Party from its discovery obligation. The Parties agree, however, that if this Stipulated Protective Order is not entered as of 11/21/06, the Parties will exchange their Initial Disclosures within five (5) court days of the date of entry of the Stipulated Protective Order.

9. None of the Parties, their counsel nor any of the other persons or entities who have agreed to be bound by the terms of the stipulation and protective order shall hereafter, unilaterally change, limit, vacate or otherwise modify or terminate the effect of this stipulation and protective order. Any modification to the protective order requires further stipulation of the Parties and court order, or by motion to the court for good cause.

10. The improper disclosure of any confidential writings, materials, or information obtained under this stipulation and protective order, or any other violation of this protective order by any person or entity, shall render the offending person or entity subject to such sanction as the court deems appropriate.

Dated: November 8, 2006

SIEGEL & YEE

By: 

Dan Siegel

Attorneys for Plaintiffs, MARIBEL PERALTA,
individually and as administrator of the estate of
GASTON ANDRADE-PERALTA

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Dated: November 13, 2006

HAAPALA, ALTURA
THOMPSON & ABERN, LLP

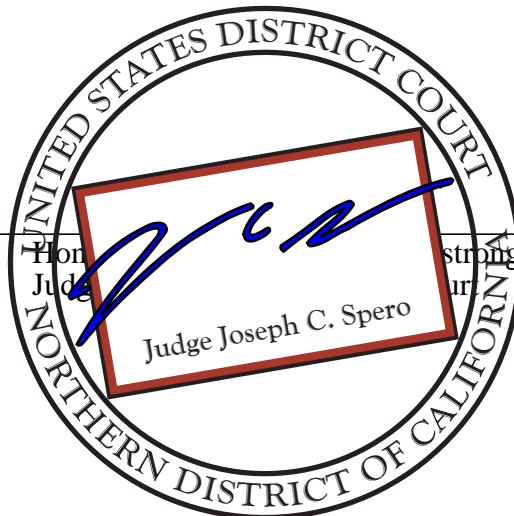
By: /s/ Rebecca S. Widen
Rebecca S. Widen
Attorneys for Defendants
COUNTY OF ALAMEDA, DONALD H.
BLEVINS, and MARYE L. THOMAS

PROTECTIVE ORDER

The court having considered the proposed stipulation regarding the records, writings and documents of or relating to the parties to this action, and there being good cause, the records and documents described in this protective will be maintained in accordance with the provisions of this stipulation.

IT IS SO ORDERED.

Dated: November 15, 2006



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